

## This is a Description of Coverage for:

## **Brookhaven Science Associates**

Underwritten By: ACE American Insurance Company (referred to as "We," "Our," "Ours")

Eligibility: All B-1 Visa, W-B Visa, J-1 Visa, TN (Trade Nafta) Visa, A-1 Visa (Diplomats), A-2 Visa, O Visa, E-2 Visa, Code CP-Paroled, and intra-company transferee L Visa Status Individuals under age 75 who are traveling on the business of or at the expense of Brookhaven Science Associates outside their country of residence or permanent assignment to the United States assigned to work at the Laboratory.

Dependents of Class 1 Insureds are eligible for Coverage under this Policy only while in the United States of America and residing with the Class 1 Insured.

If You are not in Active Service on the date insurance would otherwise be effective, it will be effective on the date You return to Active Service.

<u>Period of Coverage</u>: You will be insured on the later of: 1) the Policy Effective Date; or 2) the date that You become eligible. Your coverage will end on the earlier of the date: 1) the policy terminates; 2) You are no longer eligible; or 3) the period ends for which the premium is paid. Your Dependent will be insured on the later of: 1) the Policy Effective Date; or 2) the date that her or she becomes eligible. Your Dependent's coverage will end on the earlier of the date: 1) the policy terminates; 2) You or Your Dependent are no longer eligible; or 3) the period ends for which the premium is paid.

**<u>Definitions:</u>** Active Service: means You are either 1) actively at work performing all regular duties on a full-time basis either at Your employer's place of business or someplace the employer requires him or her to be; 2) employed, but on a scheduled holiday, vacation day or period of approved paid leave of absence; or 3) if not employed, able to engage in substantially all of the usual activities of a person in good health of like age and sex and not confined in a hospital or rehabilitation or rest facility. Covered Accident: means an accident that occurs while Your coverage is in force and results directly and independently of all other causes in a loss or Injury covered by the Policy for which benefits are payable. **Dependent** means Your lawful spouse under age 75; or Your unmarried child, from the moment of birth to age 18, 21 if a full-time student, who is chiefly dependent on You for support. If You have elected coverage for a Dependent child, any newly born child of Yours will be covered from the moment of birth for 31 days, provided that You notify Us within 31 days of the child's birth and pay any required premium. **Health Care Plan:** means a policy or other benefit or service arrangement for medical or dental care or treatment under: 1) group or blanket coverage, whether on an insured or self-funded basis; 2) hospital or medical service organizations on a group basis; 3) Health Maintenance Organizations on a group basis; 4) group labormanagement plans; 5) employee benefit organization plans; 6) association plans on a group or franchise basis; or 7) any other group employee welfare benefit plan as defined in the employee Retirement income Security Act of 1974, as amended. Home Country: means a country from which You hold a passport. If You hold a passport from more than one country, Your Home Country will be that country which You have declared to Us in writing as Your Home Country. **Injury:** means accidental bodily harm sustained by You that results directly and independently from all other causes from a Covered Accident. All injuries sustained by one person in any one Covered Accident, including all related conditions and recurrent symptoms of these injuries, are considered a single Injury. Medically Necessary: means a treatment, service or supply that is: 1) required to treat an Injury or Sickness; prescribed or ordered by a Doctor or furnished by a hospital; 2) performed in the least costly setting required by Your condition; and 3) consistent with the medical and surgical practices prevailing in the area for treatment of the condition at the time rendered. Purchasing or renting 1) air conditioners; 2) air purifiers; 3) motorized transportation equipment; 4) escalators or elevators in private homes; 5) eye glass frames or lenses; 6) hearing aids; 7) swimming pools or supplies for them; and 8) general exercise equipment are not Medically Necessary. A service or supply may not be Medically Necessary if a less intensive or more appropriate diagnostic or treatment alternative could have been used. We may, at Our discretion, consider the cost of the alternative to be the Covered Expense. **Pre-existing Condition:** means an illness, disease or other condition of Yours, that in the 90 day period before Your coverage became effective under the Policy: 1) first manifested itself, worsened, became acute or exhibited symptoms that would have caused a reasonable person to seek diagnosis, care or treatment; or 2) required taking prescribed drugs or medicines, unless the condition for which the prescribed drug or medicine is taken remains controlled without any change in the required prescription; or 3) was treated by a Doctor or treatment had been recommended by a Doctor. Sickness means Your or Your Dependent's illness, disease or condition that first occurs: a) while coverage under the Policy is in force; and b) during a trip. All related conditions and recurrent symptoms of the same or similar condition will be considered one Sickness. **You/Your:** means a person insured under the policy.

Aggregate Limit: You and Your Dependent will not receive more than the Benefit Maximum shown below for all losses per Covered Accident. We will not pay more than the Benefit Maximum shown below for all losses per Covered Accident. If, in the absence of this provision, We would pay more than Benefit Maximum for all losses from one Covered Accident, then the benefits payable to each person with a valid claim will be reduced proportionately, so the total amount We will pay is the Benefit Maximum.

Benefit Maximum \$250,000

<u>Covered Activities:</u> Full Occupational Coverage including Foreign Business Travel Coverage for You: The Covered Accident or Sickness must take place: 1) on Brookhaven Science Associates' premises; and 2) in the course of Your job; or 3) traveling or making a short stay of three years or less away from Your Home Country on business for the Brookhaven Science Associates. This coverage will start at the actual start of the Trip. It does not matter whether the Trip starts at Your home, place of work, or other place. It will end on the sooner of: 1) the date You return to Your home; or 2) the date You return to Your place of work.

Foreign Business Travel Coverage for Your Dependents traveling at the request, expense and direction of Brookhaven Science Associates. The Covered Accident or Sickness must take place while You: 1) traveling or making a short stay of three years or less away from Your Home Country; 2) on business for Brookhaven Science Associates; and 3) in the course of Brookhaven Science Associates' business. This coverage will start at the actual start of the Trip. It does not matter whether the Trip starts at Your home, place of work, or other place. It will end on the sooner of: 1) the date You return to Your home; or 2) the date You return to Your place of work.

Aircraft Restrictions: If the Covered Accident happens while You are riding in, or getting on or off of, an aircraft, We will pay benefits, but only if: 1) You are riding as a passenger only, and not as a pilot or member of the crew; and 2) the aircraft has a valid certificate of airworthiness; and 3) the aircraft is flown by a pilot with a valid license; and 4) the aircraft is not being used for: (i) crop dusting, spraying, or seeding; fire fighting; sky writing; sky diving or hang gliding; pipeline or power line inspection; aerial photography or exploration; racing, endurance tests, stunt or acrobatic flying; or (ii) any operation which requires a special permit from the FAA, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on); or 5) the aircraft is a military transport aircraft flown by the U.S. Military Airlift Command (MAC), or a similar air transport service of another country.

Accidental Death & Dismemberment Benefits: If Your or Your Dependent's Injury results in any of the following losses within 365 days after the date of the Covered Accident, We will pay the amount shown below for that loss. If multiple losses occur, only one Benefit Amount, the largest, will be paid for all losses due to the same Covered Accident.

Principal Sum:	
Insured Person.	\$50,000
Spouse	\$50,000
Child	
Description of Loss	Benefit Maximum
Life; Both Hands or Both Feet; Sight of Both Eyes; Speech and Hearing	Principal Sum
Life; Both Hands or Both Feet; Sight of Both Eyes; Speech and Hearing  One Hand and One Foot; Either Hand or Foot and Sight of One Eye	Principal Sum
Either Hand, Foot, Sight of One Eve. Speech or Hearing	One-Half the Principal Sum
Thumb and Index Finger of the Same Hand	One-Quarter the Principal Sum

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"Loss of Speech" means total and permanent loss of audible communication that is irrecoverable by natural, surgical or artificial means. "Loss of Hearing" means total and permanent Loss of Hearing in both ears that is irrecoverable and cannot be corrected by any means. "Loss of Hand or Foot" means complete Severance through or above the wrist or ankle joint. "Loss of Sight" means the total, permanent Loss of Sight of one eye. "Loss of a Thumb and Index Finger of the Same Hand" means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand). "Severance" means the complete separation and dismemberment of the part from the body.

Accident and Sickness Medical Expense Benefits: We will pay Accident Medical Expense Benefits for Covered Expenses that result directly, and from no other cause, from a Covered Accident or Sickness. These benefits are subject to the deductibles, Benefit Periods, Benefit Maximums and other terms or limits shown in the Schedule of Benefits.

Total Maximum for all Medical Expense Benefits:	\$50,000
Deductible:	
Coverage only includes Class 1	\$150
Coverage only includes Class 1  Coverage includes spouse and/or child  Maximum Benefit Period:	\$250
Maximum Benefit Period:	26 weeks after the date of the Covered Accident or Sickness
Time Pariod for Covered Loss.	26 weeks after the data of the Covered Assidant or Siekness
Maximum Period of Coverage:	3 years
Maximum Period of Coverage:  Maximum for Pre-Existing Conditions:  Maximum for Dental Treatment (Injury Only):	\$ <u>2</u> ,500
Maximum for Dental Treatment (Injury Only):	\$1,000
Maximum for Emergency Medical Treatment of Pregnancy:	\$2,000
Maximum for Emergency Medical Treatment of Pregnancy:  Maximum for Room & Board Charges:	the semi-private room rate

Covered Medical Expenses: Hospital semi-private room and board (or room and board in an intensive care unit); hospital ancillary services (including, but not limited to, use of the operating room or emergency room); services of a Doctor or a registered nurse (R.N.); ambulance service to or from a hospital; laboratory tests; radiological procedures; anesthetics and their administration; blood, blood products artificial blood products, and the transfusion thereof; physiotherapy; medicines or drugs administered by a Doctor or that can be obtained only with a Doctor's written prescription; dental charges for injury to sound, natural teeth; emergency medical treatment of pregnancy; artificial limbs or eyes (not including replacement of these items); casts, splints, trusses, crutches and braces (not including replacement of these items or dental braces); oxygen or rental equipment for administration of oxygen; rental of a wheel chair or hospital-type bed; and rental of mechanical equipment for treatment of respiratory paralysis.

**Burial and Cremation Benefit:** We will pay \$2,000, for Your burial or cremation if you die from an Injury resulting directly and independently of all other causes from a Covered Accident.

Emergency Reunion Benefit: In the event You have either been: 1) confined in a Hospital for at least 24 consecutive hours due to a covered Injury or Sickness, where the attending Doctor believes it would be beneficial for You to have a Family Member at Your side; or 2) the victim of a Felonious Assault, We will pay the expenses incurred for travel and lodging for that Family Member, up to \$2,450. Covered expenses include an economy airline ticket and other travel related expenses not to exceed a Daily Benefit Maximum of \$175 and a Maximum of 14 days. All travel arrangements must be made by the Company's assistance provider and approved in advance by Us in order for expenses to be considered eligible.

"Felonious Assault" means a violent or criminal act reported to the local authorities which was directed at You during the course of, or an attempt of, a physical assault resulting in serious injury, kidnapping, or rape.

"Family Member" means a person who is related to You in any of following ways: spouse; parent (includes stepparent); child (includes legally adopted and step child); brother or sister (includes stepbrother or stepsister); parent-in-law; son- or daughter-in-law; and brother- or sister-in-law.

Home Country Emergency Benefit: We will pay up to \$10,000 for Covered Medical Expenses if You obtain treatment of an Injury or Sickness in Your Home Country during the course of a trip for which a benefit is otherwise payable under the Medical Expense Benefit.

The coverage begins on the date You arrive in Your Home Country. The maximum duration of this coverage is 35 days in any 12 month period. Coverage ends when You leave Your Home Country.

Coverage with respect to You must remain continuously in force. This includes while You are on vacation and school breaks. Home Country Emergency Benefit payments are subject to any applicable Deductible and Coinsurance Rate shown in the Medical Expense Benefits.

<u>Emergency Medical Evacuation Benefit:</u> We will pay Emergency Medical Evacuation Benefits up to a Benefit Maximum of \$100,000 for expenses incurred for Your and Your Dependent's medical evacuation. Benefits are payable if You or Your Dependent: 1) are traveling outside of Your Home Country; 2) suffer an Injury or Sickness during the course of the Trip; and 3) require Emergency Medical Evacuation.

Benefits will not be payable unless: 1) the Doctor ordering the Emergency Medical Evacuation certifies that the severity of Your or Your Dependent's Injury or Sickness requires an Emergency Medical Evacuation; 2) all transportation arrangements made for the Emergency Medical Evacuation are by the most direct and economical conveyance and route possible; 3) the charges incurred are Medically Necessary and do not exceed the usual level of charges for similar transportation, treatment, services or supplies in the locality where the expense is incurred; and 4) do not include charges that would not have been made if there were no insurance.

"Emergency Medical Evacuation" means: 1) Your or Your Dependent's immediate transportation from the place where You or Your Dependent suffers an Injury or Sickness to the nearest hospital or other medical facility where appropriate medical treatment can be obtained; or 2) Your or

Your Dependent's transportation to Your Home Country to obtain further medical treatment in a hospital or other medical facility or to recover after suffering an Injury or Sickness.

An Emergency Medical Evacuation also includes Medically Necessary medical treatment, medical services and medical supplies necessarily received in connection with such transportation.

Benefits will not be payable unless We authorize in writing or by an authorized electronic or telephonic means all expenses in advance.

Repatriation of Remains Benefit: We will pay Repatriation Benefits up to a Benefit Maximum of \$25,000 for preparation and return of Your or Your Dependent's body to Your Home Country if You or Your Dependent dies due to an Injury or Sickness. Covered expenses include, but are not limited to: 1) expenses for embalming or cremation; 2) the least costly coffin or receptacle adequate for transporting the remains; 3) transporting the remains by the most direct and least costly conveyance and route possible.

Benefits will not be payable unless We authorize in writing or by an authorized electronic or telephonic means all expenses in advance.

<u>Full Excess Benefits:</u> We will pay Accident and Sickness Medical Expenses up to the Maximum Benefit outlined above after You satisfy any Deductible and only when they are in excess of amounts paid by any other Health Care Plan. We pay benefits without regard to any Coordination of Benefits provisions in any other Health Care Plan.

Exclusions and Limitations: We will not pay benefits for any loss or Injury that is caused by, or results from: 1) alcoholism, drug addiction or the use of any drug or narcotic except as prescribed by a Doctor. 2) intentionally self-inflicted Injury; suicide or attempted suicide. 3) piloting or serving as a crewmember or riding in any aircraft except as a fare-paying passenger on a regularly scheduled or charter airline; or flight in any aircraft owned or leased by the Brookhaven Science Associates (except as provided by the Policy). 4) war or any act of war; riot, civil commotion or police action. 5) sickness, disease, or infection of any kind, except bacterial infections due to an accidental cut or wound, botulism or ptomaine poisoning. 6) commission of, or attempt to commit, a felony, an assault or other illegal activity. 7) commission of or active participation in a riot, or insurrection. 8) a Covered Accident that occurs while on active duty service in the military, naval or air force of any country or international organization. Upon Our receipt of proof of service, We will refund any premium paid for this time. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days. 9) for specific named hazards: hang gliding, skydiving, parachuting, and bungee jumping. In addition to the exclusions above, We will not pay Medical Expense Benefits for any loss, treatment or services resulting from or contributed to by: 1) routine physicals. 2) routine dental care and treatment. 3) cosmetic surgery, except for reconstructive surgery needed as the result of an Injury. 4) mental and nervous disorders. 5) pregnancy or childbirth. This does not apply if treatment is required as a result of a Medical Emergency. 6) routine nursery care. 7) eye refractions or eye examinations for the purpose of prescribing corrective lenses or for the fitting thereof; eyeglasses, contact lenses, and hearing aids. 8) services, supplies, or treatment including any period of Hospital confinement which were no

Worldwide Travel Assistance Services: In addition to the insurance protection provided by this plan, ACE USA has arranged with Worldwide Assistance Services, Inc. to provide You with access to its travel assistance services around the world. These services include:

private duty nurse. 10) treatment by any Immediate Family Member or member of the Covered Person's household. 11) expenses incurred during holiday travel. 12) any expenses covered by another employer or government sponsored plan for which, and to the extent that the Covered Person is eligible for reimbursement. 13) Injury sustained while participating in: amateur, club, intramural, interscholastic, intercollegiate, professional or semiprofessional sports. 14) sexually transmitted diseases or immune deficiency disorders and related conditions. This exclusion does not apply to the care or treatments of Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immunodeficiency Virus

- Medical Assistance including referral to a doctor or medical specialist, medical monitoring when You are hospitalized, emergency medical evacuation to an adequate facility, medically necessary repatriation and return of mortal remains.
- Personal Assistance including pre-trip medical referral information and while You are on a trip: emergency medication, embassy and consular information, lost document assistance, emergency referral to a lawyer, translator or interpreter access, medical benefits verification and medical claims assistance.
- Travel Assistance including emergency travel arrangements, arrangements for the return of Your traveling companion or dependents and vehicle return.

Contact Information: For customer service, eligibility verification, benefit plan information and benefit payments, contact: ACE USA at 1-800-336-0627 (from inside the U.S.) or 1-302-476-6194 (from outside the U.S.); fax 1-302-476-6154 for claims or inquiries or email diane.basa@aceina.com. Mail claims to: ACE USA, P.O. Box 15417, Wilmington, DE 19850. For medical evacuation, repatriation or other assistance services call: Worldwide Assistance at 1-800-243-6124 (inside the U.S.) or call collect 1-202-659-7803 (from outside the U.S.) or email OPS@worldwideassistance.com.

When You call, please be prepared with the following information: 1) name of caller, phone #, fax #, and relationship to insured; 2) insured's name, age, sex and the policy number for Your insurance plan, and Your Plan Number (01AH585); 3) a description of the insured's condition; 4) name, location and telephone number of the hospital or other service provider; and 5) other insurance information including health insurance, worker's compensation, or auto insurance if the insured was involved in an accident.

This information provides You with a brief outline of the services available to You. These services are subject to the terms and conditions of the policy under which You are insured. A third party vendor may provide services to You. Worldwide Assistance makes every effort to refer You to appropriate medical and other service providers. It is not responsible for the quality or results of service provided by independent providers.

In all cases, the medical provider, facility, legal counsel or other professional service provider suggested by Worldwide Assistance are not employees or agents of Worldwide Assistance and the choice of provider is Yours alone. Worldwide Assistance assumes no liability for the services provided to You under this arrangement, nor is it liable for any negligence or other wrongful acts or omissions of any of the legal or health care professionals providing services to You.

Travel assistance services are not available if Your coverage under the policy providing insurance benefits is not in effect.

(HIV) infection, or any illness or disease arising from these medical conditions.

If You need to file a Claim, please call: ACE USA
From within the USA and Canada: 800-336-0627

Beaver Valley Road, PO Box 15417, Wilmington, DE, 19850
Outside the USA or Canada call: 302-476-6194

Fax: 302-476-6154

You must notify ACE USA within 90 days of an Accident or Loss. If notice cannot be given within that time, it must be given as soon as reasonably possible. This notice should identify You and the Policy Number.

Policy Number: GLM N01304124, ACE American Insurance Company 436 Walnut Street Philadelphia, PA 19106

This Description of Coverage is a brief description of the important features of the insurance plan. It is not a contract of insurance. The terms and conditions of coverage are set forth in GLM N01304124, issued to: Trustee of the ACE USA Accident and Health Insurance Trust on behalf of Brookhaven Science Associates, in District of Columbia. The policy is subject to the laws of the state in which it was issued. Coverage may not be available in all states or certain terms or conditions may be different if required by state law. Please keep this information as a reference.